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collective action and class action members*

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

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**BRANDON SALUS, ALAN FELIX  
IPANAQUE CORDOVA, and BRANDON  
RUCKDASHEL on behalf of themselves and  
others similarly situated,**

INDEX NO: 07cv03142-GBD-DCF

Plaintiffs,

**FLSA COLLECTIVE ACTION AND  
RULE 23 CLASS ACTION**

v.

**TSE GROUP LLC d/b/a B.B. KING BLUES  
CLUB AND GRILL and TSION BENSUSAN**

Defendants.

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**DECLARATION OF ALAN FELIX IPANAQUE CORDOVA**

I, Alan Felix Ipanaque Cordova, under penalty of perjury, swear/affirm as follows:

1. My name is Alan Felix Ipanaque Cordova.
2. I was employed by TSE Group as a server at B.B. King Blue Club ("B.B. King") within the last three years.
3. When I worked in excess of 40 hours per week at B.B. King, I was not paid an overtime premium. This is reflected on my attached paystubs.

4. When I began working at B.B. King, I was not paid at all for my first four or five shifts.

5. I frequently worked in excess of 10 hours a day. I did not receive New York's "spread of hours" pay for those days.

6. B.B. King keeps track of hourly employees' time through an electronic "clock-in" and "clock-out" system. Employees clock in when they arrive at work and clock out when they finish working. Nevertheless, at the end of each week, I am consistently paid for significantly less hours than I clocked in for that pay period. A substantial amount of this time is overtime (hours that I worked in excess of forty hours in a workweek) and should have been paid at one and a half times my regular rate.

7. B.B. King often charges mandatory gratuities to customers for private parties. When I worked at such private parties, I did not receive any portion of those gratuities.

8. I was recently informed by a current B.B. King employee that the company had offered to pay her an amount of money as reimbursement for the \$5 that was deducted from her paychecks for porters' pay. To receive the money, she was required to sign a release form purporting to release the company from any claims that the employee may have against it.

I swear/affirm, under penalty of perjury, that the above and foregoing information is true and correct.

Dated: June 25, 2007



Alan Felix Ipanaque Cordova

TSE GROUP LLC

CK.# 42983

EMPLOYEE NUMBER		NAME		GROSS PAY		NET PAY	
I16	10	ALAN IPANAQUE				01/28/07	02/02/07
HOURS		EARNINGS			DEDUCTIONS		
REGULAR	OVERTIME	REG PAY	RATE	AMOUNT	REG DED	OVERTIME DED	NET AMOUNT
35.50		REG PAY	4.6000	163.30			
6.00		TIPS CC	20.0000	120.00			
		TIPS CC		481.12			
		MISC		-5.00			
GROSS		NET OVERTIME	FEES	GROSS STATE	LOCAL	DISCOUNTS	NET PAY
CURRENT	759.42	58.09	79.47	32.56	19.77	0.60	190.49
YTD	2089.56	159.84	190.32	75.73	46.91	2.40	568.93

EXEMPT S 2